

U.S. Department of Justice

Washington, DC 20530

**Exhibit A to Registration Statement****Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant Brownstein Hyatt Farber Schreck, LLP	2. Registration Number 5870
---	--------------------------------

3. Primary Address of Registrant  
410 Seventeenth St. Suite 2200  
Denver, CO 80202

4. Name of Foreign Principal  
The Honorable Moïse Katumbi Chapwe

5. Address of Foreign Principal  
Winston Churchill 194  
1000 Brussels, Belgium

6. Country/Region Represented  
Democratic Republic of Congo

7. Indicate whether the foreign principal is one of the following:

☐ Government of a foreign country<sup>1</sup>

☐ Foreign political party

☐ Foreign or domestic organization: If either, check one of the following:

☐ Partnership

☐ Committee

☐ Corporation

☐ Voluntary group

☐ Association

☐ Other (*specify*) \_\_\_\_\_

☒ Individual-State nationality Congolese

8. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant  
N/A

b) Name and title of official with whom registrant engages  
N/A

<sup>1</sup> "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

---

9. If the foreign principal is a foreign political party, state:

- a) Name and title of official with whom registrant engages  
N/A
- b) Aim, mission or objective of foreign political party  
N/A

---

10. If the foreign principal is not a foreign government or a foreign political party:

- a) State the nature of the business or activity of this foreign principal.  
President, TP Mazembe Lubumbashizembe, and VP, World Football Club Association
- Proponent of government reform, anti-corruption and anti-child labor legislation and enforcement, human rights, environmental stewardship, election integrity, national and economic sovereignty, and US foreign trade and investment in the Democratic Republic of Congo.
- b) Is this foreign principal:
- |   |   |
|---|---|
| Supervised by a foreign government, foreign political party, or other foreign principal         | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Owned by a foreign government, foreign political party, or other foreign principal              | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Directed by a foreign government, foreign political party, or other foreign principal           | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Controlled by a foreign government, foreign political party, or other foreign principal         | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Financed by a foreign government, foreign political party, or other foreign principal           | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Subsidized in part by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |

---

11. Explain fully all items answered "Yes" in Item 10(b).

N/A

---

12. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

N/A

---

**EXECUTION**

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

7/15/2021

Marc Lampkin





U.S. Department of Justice

Washington, DC 20530

**Exhibit B to Registration Statement****Pursuant to the Foreign Agents Registration Act of 1938, as amended**

**INSTRUCTIONS.** A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

**Privacy Act Statement.** The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

**1. Name of Registrant**

Brownstein Hyatt Farber Schreck LLP

**2. Registration Number**

5870

**3. Name of Foreign Principal**

The Honorable Moïse Katumbi Chapwe

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? 7/14/2021
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Agreement with King & Spalding to represent the Honorable Moïse Katumbi Chapwe before the US Congress and Executive Branch on issues related to free and fair elections.

---

9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Arrange meetings with policymakers and decision-makers in Congress and the Biden Administration with the goal of strengthening legal, economic, and social cooperation between the US and the Democratic Republic of Congo.

---

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act<sup>1</sup>.

Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

See response to #9.

---

11. Prior to the date of registration<sup>2</sup> for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes ☒ No ☐

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Short-form registrant Ed Royce met briefly with Sen. Chris Coons on July 13, 2021 regarding free and fair elections in the DRC; Ed Royce met briefly with Secretary of State Antony Blinken on July 14, 2021 regarding free and fair elections in the DRC; Ed Royce emailed Chris Del Beccaro on July 14, 2021 regarding free and fair elections in the DRC, then followed up via phone.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
7/14/2021	State Department-Sec. Antony Blinken	In person	Promotion of free and fair elections in the DRC
7/14/2021	Chris Del Beccaro, Chief of Staff, Rep. Mike McCaul	Email and telephone	Promotion of free and fair elections in the DRC
7/13/2021	Sen. Chris Coons	In person	Promotion of free and fair elections in the DRC

12. During the period beginning 60 days prior to the obligation to register<sup>3</sup> for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes ☐ No ☒

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
---------------	-----------	---------	-----------------------

Total

13. During the period beginning 60 days prior to the obligation to register<sup>4</sup> for this foreign principal, has the registrant disbursed or expended monies in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal?

Yes ☐ No ☒

If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

Date	Recipient	Purpose	Amount
------	-----------	---------	--------

<sup>1</sup> "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

<sup>2,3,4</sup> Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

**EXECUTION**

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

7/15/2021

Marc Lampkin



# KING & SPALDING

King & Spalding LLP  
1700 Pennsylvania Ave, NW  
Suite 200  
Washington, D.C. 20006-4707  
Tel: +1 202 737 0500  
Fax: +1 202 626 3737  
www.kslaw.com

J.C. Boggs  
Partner  
Direct Dial: +1 202 626 2383  
Direct Fax: +1 202 626 3737  
jboggs@kslaw.com

July 14, 2021

Congressman Ed Royce  
Policy Director  
Brownstein Hyatt Farber Schreck  
1155 F Street NW  
Suite 1200  
Washington, DC 20004

## **Re: Consultant Retention Agreement**

Dear Ed:

This will confirm that King & Spalding LLP (“Counsel” or “us”), acting as attorney and agent on behalf of its client Gov. Moise Katumbi Chapwe (“Client”), is retaining Brownstein Hyatt Farber Schreck (“you”) to provide consulting services to assist Counsel in providing Client with legal advice and representation before Congress and the Biden Administration with the goal of strengthening the legal, economic and social cooperation between the U.S. and the Democratic Republic of Congo (the “Matter”). This letter sets forth the terms of Client’s engagement of Consultant.

1. *Scope of Engagement.* As Client has directed, you will carry out your work as instructed by Counsel. Consultant’s services will be in the areas of your practice and expertise regarding certain issues in the Matter. In particular, for this Matter, you will provide the following services: arrange meetings with policymakers and decision-makers in Congress and the Biden Administration with the goal of promoting free and fair elections in the Democratic Republic of Congo (“Services”). You will limit your work to those tasks unless Counsel requests you to expand the areas of your services.

2. *Fees and Expenses.* As compensation for the Services, Client will pay you \$20,000 per month commencing July 14, 2021 and continuing through December 14, 2021, unless the



Brownstein Hyatt Farber Schreck

July 14, 2021

Page 2 of 3

period is extended in a writing. You will submit invoices monthly in arrears, and will sending your invoices to Client with a copy to Counsel. Reasonable and customary expenses you incur in providing the Services are will be included in your monthly payment. The firm will remit the amount of your invoices promptly after receiving the funds to so from Client. You agree that Client is solely responsible for payment of your fees and expenses. It is understood that your fees are not contingent on a particular outcome of you Services and that you have not promised or predicted developments or results of the Matter.

3. *Confidentiality.* Because of the nature and purpose of the Services, you agree that all written, oral, and electronic communications in connection with the Matter between you and Counsel or Client shall be assumed to be protected by the attorney/client privilege and other privileges and protections against disclosure. Therefore, you agree not to disclose to any person or entity, including a governmental entity, any information pertaining to the Matter, your Services, or any materials in any medium that you provide to Counsel or Client or that you obtain in the course of performing your Services ("Confidential Information") without the express, prior, written approval of Counsel.

You agree that, if you receive a written or oral, formal or informal request that you disclose or provide any Confidential Material to any person or entity, including a governmental entity, whether by subpoena, investigative demand, order, or otherwise, you will immediately inform Counsel of the request and will decline to disclose or provide any Confidential Information to the person or entity making the request until Counsel has reviewed the Confidential Information requested and determined whether to assert a privilege or other protection against disclosure on behalf of Client or Counsel. You also agree that you have no authority to waive any privilege or protection belonging to Client or Counsel and that your obligations of confidentiality will continue after the end of the Matter and your Services for as long as the Confidential Information is not generally known to the public.

4. *Conflicts.* You represent that your providing the Services to Client will not create a conflict between Client's interests and any of your past or present clients' interests and will not breach or violate any obligation to which you are bound. You agree not to undertake work that could result in a conflict with Client's interests.

5. *Legal Compliance.* You represent that you are in compliance with and agree that you will comply with all United States and non-United States, federal, state, local, and other statutes, regulations, and legal requirements that pertaining to you or to the Services.

6. *Termination.* Counsel or Client may terminate this agreement upon notice to you and agree to pay your fees and expenses for Services that you incurred through the date of the notice. You agree to return all Confidential Information to Counsel, or, at Client's or Counsel's direction, to securely destroy it and certify the secure destruction.

Brownstein Hyatt Farber Schreck

July 14, 2021

Page 3 of 3

Please countersign and return a copy of this letter to acknowledge that it sets out the terms of our agreement.

Very truly yours,

KING & SPALDING LLP

By J.C. Boggs  
J.C. Boggs  
Attorneys for Gov. Moise Katumbi Chapwe

**AGREED TO AND ACCEPTED:**

Brownstein Hyatt Farber Schreck

By Edward R. Royce

Date: July 14, 2021